

DIRECTORY ASSISTANCE AGREEMENT

THIS AGREEMENT is effective as of _____, 2005 ("Effective Date") between Wisconsin Bell, Inc. d/b/a SBC Wisconsin ("SBC"), a Wisconsin corporation, with offices at 530 McCullough, San Antonio, Texas 7821 and Bayland Communications, Inc. a Wisconsin corporation with offices at 2711 E. Frontage Road, Abrams, WI 54101 ("Customer").

1. SERVICE(S) SELECTION

- 1.1 SBC will provide the Customer Directory Assistance, Directory Assistance Call Completion, Call Branding Service and Reference / Rater Service and if technically available at a single rate, National Directory Assistance, Reverse Directory Assistance, and Business Category Search, unless Customer selects one of the options below:

- _____ Option 1 Directory Assistance ("DA"). This option includes Call Branding Service and Reference / Rater Service.
- _____ Option 2 Same services as Option 1 plus Directory Assistance Call Completion ("DACC").
- _____ Option 3 Same services as Option 1 plus if technically available at a single rate, NDA, RDA and BCS.

- 1.2 DA, DACC, NDA, RDA, and BCS Branding, Reference/Rater are referred to individually and collectively as "Services". Unless otherwise indicated herein, the words defined in Attachment "A", DEFINITIONS, shall have the meaning ascribed therein.

2. SERVICES DESCRIPTION

SBC will provide to Customer those Services selected by Customer above, as described herein.

- 2.1 DIRECTORY ASSISTANCE (DA) consists of SBC providing local subscriber listing information (address, and published telephone number or an indication of "non-published status") to Customer's End Users.
- 2.2 NATIONAL DIRECTORY ASSISTANCE (NDA) consists of SBC providing national subscriber listing information (address and published telephone number or an indication of "non-published status") to Customer's End Users.
- 2.3 REVERSE DIRECTORY ASSISTANCE (RDA) – an informational service consists of providing listed local and national name and address information associated with a number that a Customer's End Users provides.
- 2.4 BUSINESS CATEGORY SEARCH (BCS) consists of SBC providing local and national telephone numbers when available to Customer's End Users using key words to search for listings when the Customer's End Users do not know the exact name of the business.
- 2.5 DIRECTORY ASSISTANCE CALL COMPLETION (DACC) consists of SBC completing local/intraLATA calls to the requested number on behalf of Customer's End User who has accessed the DA Service, utilizing an automated voice system or with an Operator's assistance.
- 2.6 CALL BRANDING consists of SBC identifying Customer's name audibly and distinctly to Customer's End User at the beginning of each DA Services call. SBC will brand DA calls in Customer's name based upon the following criteria:
 - (1) The same brand will apply to all calls on the same trunk group.
 - (2) Customer's name used in branding calls may be subject to Commission regulations and should match the name in which Customer is certified.
 - (3) Customer will provide SBC with written specification of its company name to be used in creating Customer specific branding messages for its calls in accordance with the process outlined in the

Operator Services Questionnaire (OSQ) thirty (30) calendar days in advance of the date when the DA Services are to be undertaken. Customer acknowledges it has been provided a copy of the OSQ.

- (4) An initial non-recurring charge applies per State, per operator services switch, per brand, for the establishment of Customer's specific branding. An additional non-recurring charge applies per State, per operator services switch, per brand, for each subsequent change to the branding announcement.
- 2.7 REFERENCE/RATER SERVICE consists of SBC furnishing to Customer's End User specific information regarding Customer's DA NDA, RDA, BCS and DACC rates, business office number, repair number and other information specific to Customer. SBC will provide Customer's Rate/Reference information based upon the following criteria:
- (1) Customer will furnish DA, NDA, RDA, BCS and DACC Reference and Rater Information in accordance with the process outlined in the OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
 - (2) Customer will inform SBC via the OSQ of any changes to be made to such Reference/Rater Information fourteen (14) calendar days prior to the effective Reference/Rater change date.
 - (3) An initial non-recurring charge will apply per State, per operator services switch, for loading of Customer's DA NDA, RDA, BCS and DACC Reference/Rater Information. An additional non-recurring charge will apply per State, per operator services switch, for each subsequent change to either Customer's DA NDA, RDA, BCS and DACC Rate or Reference Information.
 - (4) When an SBC Operator receives a rate request from Customer's End User, SBC will quote the applicable DA, NDA, RDA, BCS, and DACC rates provided by Customer.

3. RESPONSIBILITIES OF THE PARTIES

- 3.1 Customer agrees that due to customer quality and work force scheduling, SBC will be the sole provider of the Services selected by Customer for its local serving area(s).
- 3.2 Where technically feasible and/or available, 10-Digit Exchange Access Operator Services Signaling, (EAOSS) will be utilized between Customer's switch and SBC's designated Operator assistance switch. In the absence of EAOSS, Customer will be responsible for providing a dedicated trunk group to each designated SBC Directory assistance switch for each NPA served.
- 3.3 Customer will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each SBC Directory Assistance switch. Should Customer seek to obtain interexchange DA Service from SBC, Customer is responsible for ordering the necessary facilities through SBC's interstate or intrastate Access Services tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange carrier obtains access service for the purpose of originating or terminating interexchange traffic. In all cases, SBC reserves the right to determine which Directory Assistance switch(s) will serve as the point of interconnection and whether Customer is sending local or interexchange traffic.
- 3.4 The parties shall provide facilities necessary for the provision of DA Services hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each party shall bear the costs for its own facilities and equipment.
- 3.5 Customer will furnish to SBC a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.
- 3.6 Customer will provide SBC updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 3.7 Customer will keep End User directory listing information stored in SBC's directory assistance listing database current, using reporting forms and procedures that are mutually acceptable to both parties, and will inform SBC, in writing, of any changes to be made to such records. Customer will send the DA

listing records to SBC via a local manual service order, T-Tran, magnetic tape, or by any other mutually agreed to format or media.

- 3.8 In exchange for the Services provided herein, Customer agrees that SBC may utilize Customer's listings contained in SBC's DA/NDA database in providing existing and future Services to itself and to others. Customer also agrees that SBC shall be authorized to release Customer's DA listings stored in SBC's DA/NDA database to competing providers and providers of DA/NDA services.
- 3.9 As compensation for the rights granted in Section 3.8 above, SBC shall pay to Customer One Hundred Percent (100%) of the license fee SBC collects from third parties in connection with SBC's provision to third parties of Customer's DA listings. SBC shall charge third parties the same license fee for Customer's DA listings that SBC charges the third party for SBC's DA listings.
- 3.10 SBC will make monthly payments to the Customer as required by Section 3.9 above. Such payments shall start within 31 days of the Effective Date of the Agreement and continue thereafter on a monthly basis. In the event of a dispute regarding the compensation calculated by SBC, Customer shall, within fourteen (14) business days after receipt of the payment, provide a written description detailing such dispute, and both parties shall negotiate in good faith the resolution of the dispute. Should the parties be unable to resolve the dispute informally, either party may seek resolution in any court or agency of competent jurisdiction.

4. METHODS AND PRACTICES

- 4.1 SBC will provide Service to Customer's End Users in accordance with SBC's methods and practices in effect at the time the call is made, unless otherwise agreed in writing by both parties.

5. PRICING

- 5.1 Pricing for Services during the Initial Term of this Agreement shall be at the rates specified in Attachment "B" PRICING attached hereto. After the Initial Term of this Agreement, SBC may change the prices for the provision of Services upon not less than one-hundred twenty (120) calendar days written notice to Customer.

6. MONTHLY BILLING

- 6.1 SBC will render monthly billing statements to Customer, and remittance in full will be due within thirty (30) days of receipt of the billing statement. Any payment not made when due shall be subject to a late payment charge of one and one-half percent (1 ½%) per month until paid. Customer shall be responsible for any costs of collection (including attorney's fees and costs) incurred by SBC to collect unpaid amounts owed by Customer to SBC.
- 6.2 SBC will accumulate and provide to Customer the data that will enable Customer to bill its End Users. Standard formatting will be used in the process of data exchange.

7. LIMITATION OF LIABILITY

- 7.1 Customer shall defend, indemnify, and hold harmless SBC from any and all losses, damages, or other liability including attorneys fees that Customer may incur as a result of claims, demands, wrongful death actions, or other suits brought by any party that arise out of Customer's End Users' use of the Services. Customer shall defend against all End User claims just as if Customer had provided such service to its End User with Customer's own operators and systems and shall assert its tariff limitation of liability for benefit of both SBC and Customer.
- 7.2 Customer shall release, defend, indemnify, and hold harmless SBC from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SBC's employees and equipment associated with provision of the Service(s), including but not limited to suits arising from disclosure of the telephone

number, address, or name associated with the telephone called or the telephone used to call for the Services. Customer shall release, defend, indemnify, and hold harmless SBC from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, or any other claim, demand or suit directly or indirectly arising from Customer's provision of erroneous directory assistance listing information.

- 7.3 CUSTOMER EXPRESSLY AGREES THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR CUSTOMER'S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. SBC MAKES NO WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES SBC MAKE ANY WARRANTY AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. SBC HEREBY DISCLAIMS ANY AND ALL WARRANTIES INCLUDING IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY AND PERFORMANCE.
- 7.4. IN NO EVENT SHALL SBC BE LIABLE TO OR THROUGH CUSTOMER FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST INCOME, AND LOST BUSINESS OPPORTUNITIES) ARISING FROM THE USE OR INABILITY TO USE THE SERVICE. SBC's LIABILITY TO OR THROUGH CUSTOMER FOR DAMAGES IN REGARDS TO EXTRAORDINARY AND UNREASONABLE INTERRUPTIONS OF SERVICES, OR FOR MISTAKES, OMISSIONS, DELAYS, ERRORS AND DEFECTS IN THE PROVISION OF THE SERVICES, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE PRO RATA CHARGES TO CUSTOMER FOR THE PERIOD DURING WHICH THE SERVICE IS AFFECTED.

8. FORCE MAJEURE

- 8.1 Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, earthquake, power outages, strike, embargo, government requirement, civil or military authorities, Act of God or by the public enemy, transportation facilities, acts or omissions of carriers or other causes beyond the control of Customer or SBC. If any force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party and the party affected by the other's inability to perform may elect to:
- (1) Terminate this Agreement or part thereof as to Services not already performed.
 - (2) Suspend this Agreement for the duration of the force majeure condition and buy or sell elsewhere the Services to be performed under this Agreement, and resume performance under this Agreement once the force majeure condition ceases with an option for the affected party to extend the period of this Agreement up to the length of time the force majeure condition endured.
- 8.2 Unless written notice to the contrary is given within thirty (30) days after such affected party is notified of the force majeure condition, option (2) shall be deemed selected.

9. USE OF INFORMATION

- 9.1 Any specification, drawings, sketches, models, samples, tools, computer or other apparatus programs, technical or business information or data, written, oral or otherwise ("Information") furnished to Customer under this Agreement or contemplation of this Agreement, shall remain SBC's property. All copies of such Information in written, graphic or other tangible form shall be returned to SBC at SBC's request. Information shall be kept confidential by Customer in performing under this Agreement and may not be used for any other purposes except upon such terms as may be agreed upon between Customer and SBC in writing.

10. TERM OF AGREEMENT

- 10.1 This Agreement will commence on the effective date indicated on the first page hereof and continue in force for a period of one (1) year (the "initial Term"). Thereafter, unless either party has notified the other party in writing at least one hundred twenty (120) days prior to the expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms, subject to termination by either party at the expiration of the then-current renewal term upon not less than one hundred -twenty (120) days written notice to the other party.
- 10.2 Either party may terminate this Agreement upon written notice if the other party is in breach of any of the material terms and conditions hereof and such breach is not cured within thirty (30) days of receipt of written notice of breach (which notice specifies with particularity the basis of the breach) from the non-breaching party.

11. GENERAL

- 11.1 Notices. Any notice or demand which under the terms of this Agreement must or may be given or made by any party hereunder, shall be in writing and shall be delivered personally or sent by express delivery service or by certified mail, return receipt requested, addressed to the respective parties as follows:

NOTICE CONTACT	CUSTOMER CONTACT	SBC CONTACT
NAME/TITLE	Roger Hermesen /Vice President	Contract Management Attn: Notices Manager
STREET ADDRESS	2711 E. Frontage Road	311 S Akard, 9 th Floor Four SBC Plaza
CITY, STATE, ZIP CODE	Abrams, WI 54101	Dallas, TX 75202
FACSIMILE NUMBER	920-826-5911	214-464-2006

or to such other address as each party shall designate by proper notice. Notices will be deemed to have been received as of the earlier of the date of actual receipt or, in the case of US mail, three (3) days after mailing.

- 11.2 Mark/Name Usage. Each party shall submit to the other party all advertising, sales promotion, press releases and other publicity relating to this Agreement or the Services performed hereunder wherein the other party's name(s) or mark(s) is mentioned or language from which the connection of said name(s) or mark(s) therewith may be inferred or implied; and each party further agrees not to publish or use such advertising, sales promotion, press releases, or other publicity without the prior written approval of the other party.
- 11.3 Choice of Law. This Agreement and performance hereunder shall be governed by the domestic laws of the State in which the Services are to be performed.
- 11.4 Non-Exclusivity. Except as specifically limited herein, both parties are free to enter into similar arrangements with other parties concerning activities similar to those contemplated by this Agreement provided that subject to, and in compliance with, the reciprocal nondisclosure obligations referenced herein, no confidential information exchanged between the parties shall be given to a third party without written consent of the other party.
- 11.5 Assignment. This Agreement may not be assigned or otherwise transferred, in whole or in part, by any party without the express prior written consent of the other party, which consent will not unreasonably be withheld; *provided that*, either party may assign this Agreement to a parent, subsidiary or affiliated company without the consent of the other party; *provided further that*, any assignment of this Agreement by either to a parent, subsidiary or affiliate company shall not expand or enlarge the other party's duties or obligations under this Agreement. Written notice of any permitted assignment of this Agreement shall be provided by the assigning party to the other party.
- 11.6 Survival. The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the completion of performance, cancellation or termination of this Agreement.

- 11.7 Compliance with Laws. The parties agree to comply with all applicable federal, state and local laws, regulations and codes in their respective performance of this Agreement, including the procurement of required permits or approvals, as necessary.
- 11.8 Severability. If any provision of this Agreement is determined to be invalid, it will not affect other provisions and the parties agree that, if that invalidity reveals a situation not provided for by this Agreement, they will jointly seek an arrangement having an valid legal and economic effect as similar as possible to the ineffective provision and covering the scope of any missing provision in a manner reasonably directed to the purpose of this Agreement.
- 11.9 Waiver. No provision of this Agreement shall be deemed waived, amended or modified by either party, unless such waiver, amendment or modification is in writing and signed by the authorized representative of the party against whom it is sought to enforce such waiver, amendment or modification. Waiver by either party of any default by the other party shall not be deemed a waiver by such party of any other default.
- 11.10 Independent Contractor. The parties relationship with each other shall be that of an independent contractor, and nothing contained in this Agreement shall be construed as establishing an employer/employee relationship, partnership, or joint venture between the parties. Neither party shall have the right, power or authority to bind the other to any third party except as expressly agreed between them in writing.
- 11.11 Headings. Paragraph headings contained hereunder are solely for the purpose of aiding in speedy location of subject matter and are not in any sense to be given weight in the construction of this Agreement. This Agreement shall be deemed to have been drafted by both parties hereto, and therefore, the language shall not be construed against either party as the drafter.
- 11.12 Entire Agreement. This Agreement and Attachments A and B, which are attached hereto and incorporated herein by this reference, are the complete and exclusive statement of agreement between the parties relating to its subject matter, and supersedes all proposals, oral or written, and all other communications between the parties relating to its subject matter. Any amendments or modifications to the Agreement must be in writing and executed by the proper representatives of the parties hereto.

Attachment A

DEFINITIONS

1. Non-List Telephone Number - A telephone number that, at the request of the telephone subscriber is not published in a telephone directory, but is available from an SBC DA operator.
2. Non-Published Number - A telephone number that, at the request of the telephone subscriber, is neither published in a telephone directory nor provided by an SBC DA operator.
3. Published Number - A telephone number that is published in a telephone directory and is available upon request by calling an SBC DA operator.
4. Local Directory Assistance Listing Information - Directory listing information contained within the SBC local DA calling scope as defined by the SBC DA switch serving as the point of interconnection with the Customer.
5. National Directory Assistance Listing Information - Directory listing information located outside the SBC local DA calling scope as defined by the SBC DA switch serving as the point of interconnection with the Customer.